

ADVISE OF CHANGE IN CONTRACTUAL DOCUMENT		STATE OF ALASKA Department Of Transportation & Public Facilities Hq, State Equipment Fleet, 2200 E. 42nd Ave, Anchorage, Ak 99508		CONTRACTUAL DOCUMENT NUMBER 1604141	
S H I P T O			DATE DELIVERY REQUIRED 11/1/03		DATE OF ORDER 10/6/03
			FOB POINT		STOCK REQUEST OR PR NUMBER 7/15/03
			ORDER ISSUED IN ACCORDANCE WITH QUOTE/ITB # CA# EXP. DATE SEF- 913 DATED 9/22/03		
	COMPANY CONTACT NAME DARRYL HORNBECK		TELEPHONE NUMBER 907-376-5656		
CONTRACTOR NYE FRONTIER FORD 2701 E. MOUNTAIN VILLAGE DRIVE WASILLA, ALASKA 99654			ORDER IS BASED ON SHIPMENT VIA THE FOLLOWING SHIPPING INSTRUCTIONS :		
SEND INVOICE IN DUPLICATE TO		<input checked="" type="checkbox"/> HQ STATE EQUIPMENT FLEET, 2200 E. 42ND AVE, ANCHORAGE, AK 99508 <input type="checkbox"/> AS SPECIFIED IN DESCRIPTION			
<small>NOTE : THIS ORDER CONSTITUTES A BINDING COMMITMENT BETWEEN THE STATE AND THE CONTRACTOR LISTED HEREON. UNAUTHORIZED MODIFICATION WITHOUT THE EXPRESSED PRIOR APPROVAL OF THE PURCHASING AUTHORITY WILL RESULT IN A FINANCIAL OBLIGATION ON THE CONTRACTOR AND/OR THE STATE PERSONNEL MAKING THE CHANGE.</small>					
THIS IS AMENDMENT NO.: ONE		THE INFORMATION SHOWN ABOVE HAD BEEN CHANGED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DATE OF CHANGE ORDER 1/6/05	
DESCRIPTION					
THIS AMENDMENT UPDATES THE MODEL YEAR 2005 PRICING TO THE CONTRACT: 1. POLICE INTERCEPTORS - NO CHANGE 2. FORD EXPEDITIONS W/SPECIAL SERVICE PACKAGE: ITEM 2A \$26,415.00 ITEM 2B \$26,775.00 ITEM 2C \$28,515.00 ITEM 2D \$26,240.00 ITEM 2E \$26,600.00 ITEM 2F \$28,340.00 NO OTHER CHANGES AT THIS TIME*****					
NEW VEHICLE NUMBER: ASSIGNED LOCATION: ANCHORAGE					
ENCUMBRANCE NUMBER		HEWCF		AGENCY	
CONTRACTING AUTHORITY NAME		TITLE		SIGNATURE	
DIANA L. ROTKIS, ADMIN MANAGER IV				TELEPHONE NUMBER 269-0788	
<small>IMPORTANT: (1) D.O. NUMBER AND RECEIVING AGENCY NAME MUST APPEAR ON ALL INVOICES AND DOCUMENTS RELATING TO THIS ORDER. (2) DO NOT OVERSHIP OR SUBSTITUTE. (3) RECEIPTED FREIGHT BILLS MUST ACCOMPANY ALL CLAIMS FOR FREIGHT CHARGES. (4) THE STATE IS REGISTERED FOR TAX FREE TRANSACTIONS UNDER CHAPTER 32, IRS CODE. REGISTRATION NUMBER 92-6001185 K. ITEMS ARE FOR EXCLUSIVE USE OF THE STATE AND NOT FOR RESALE.</small>					
02-601 (Rev 11/96)					

CONTRACT AWARD		STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508 (907-269-0800)		CONTRACT AWARD NUMBER	
				1604141	
ORDERING DEPARTMENT HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508		COMMODITY CODE		DATE OF CONTRACT 10/6/03	
		NUMBER & PERIOD OF RENEWAL OPTIONS 2 ONE-YEAR RENEWALS		PR NO./DATE ASSIGNED 7/15/03	
		DATE INITIAL CONTRACT BEGINS 10/6/03		DATE INITIAL CONTRACT ENDS 10/5/04	
CONTRACTOR NYE FRONTIER FORD ADDRESS 2701 E. MOUNTAIN VILLAGE DRIVE WASILLA, ALASKA 99654 CONTRACT NAME DARRYL HORNBECK TELEPHONE NUMBER 907-376-5656		GS VENDOR CODE:			
		ISSUED IN ACCORDANCE WITH BID # SEF- 913 DATED: 10/6/03			
		PRICE ADJ. REQ. PRIOR TO EACH RENEWAL: SEE CONTRACT			
		CPI/PPI BASE INDEX POINTS & MO/YR:			
		REVIEW DATE: 7/1/04 RENEWALS EXPIRE (MO/YR): 10/5/2006			
		ESTIMATED VALUE OF INITIAL TERM: \$5,000,000.00 REBID: 5/1/06			
SEND INVOICES IN DUPLICATE TO: <input type="checkbox"/> Ordering Department OR <input checked="" type="checkbox"/> As Specified in Description					
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.					
DESCRIPTION					
CONTRACT FOR POLICE INTERCEPTORS AND SPORT UTILITY VEHICLES WITH SPECIAL SERVICE PACKAGES					
TABLE OF CONTENTS					
SECTION					
I. STANDARD TERMS & CONDITIONS					
II. SPECIAL TERMS & CONDITIONS					
III. BID PRICE SCHEDULE					
IV. SPECIFICATIONS					
CONTRACTING AUTHORITY NAME & TITLE DIANA L. ROTKIS, ADMIN MANAGER IV				SIGNATURE	
TELEPHONE NO.: 907-269-0788		FAX NO.: 907-269-0801		PAGE 1 OF	
IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.					



STATE OF ALASKA

CONTRACT AWARD

**DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
STATEWIDE EQUIPMENT FLEET**

SEF-913

CONTRACT FOR POLICE INTERCEPTORS & POLICE SERVICE SPORT UTILITY VEHICLES

**CONTRACTING OFFICER
DIANA L. ROTKIS**

PHONE: (907) 269-0788 (Anchorage)

FAX: (907) 269-0801 (Anchorage)

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SECTION

I. STANDARD TERMS & CONDITIONS

II. SPECIAL TERMS & CONDITIONS

III. BID PRICE SCHEDULE

IV. SPECIFICATIONS

SECTION I

STANDARD TERMS AND CONDITIONS

- 1.0 **CONTRACT INTENT:** This contract is for a one year, with two renewal options, contract for police interceptors and police service sport utility vehicles. Estimated quantity is 33 per year for the interceptors, and 15 per year for the SUV's. The contract shall not exceed 200 total units for the police interceptors and 60 units for the SUV's, including add-ons by political subdivisions.
- 2.0 **ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidders failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.
- 3.0 **ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the contracting officer.
- 4.0 **AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 5.0 **ASSIGNMENT:** A bidder may not assign any portion of a contract unless authorized in advance and in writing by the Contracting officer.
- 6.0 **COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.
- 7.0 **CONFLICT OF INTEREST:** A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.
- 8.0 **DEFAULT:** In case of contractor default, the State may procure the goods or services from another source and hold the contractor responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible contractors.
- 9.0 **DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by contractor. Responsibility and liability for loss or damage shall remain with contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and contractor's warranty obligations.
- 10.0 **DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- 11.0 **DISPUTES:** Any disputes arising out of this contract shall be resolved under the laws of Alaska. An appeal or any original action to enforce any provision of this agreement must be in the superior court for the Third Judicial District of Alaska.

- 12.0 **FORCE MAJEURE (Impossibility to perform):** Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.
- 13.0 **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
- 14.0 **INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If bidder is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.
- 15.0 **INSURANCE:** Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.
- 15.1 Proof of insurance is required for the following:
- 15.1.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 15.1.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 15.1.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 15.2 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsible and to reject the bid.

- 16.0 **ITEM UPGRADES:** The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.
- 17.0 **NEW EQUIPMENT:** Equipment offered must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.
- 18.0 **PAYMENT:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.
- 19.0 **QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.
- 20.0 **SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
- 21.0 **SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 22.0 **SUITABLE MATERIALS:** All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 23.0 **TAXES:** Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 24.0 **USE OF BRAND OR TRADE NAMES:** Brand or trade names used by the State in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not a statement of preference nor are they intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements. All such brand substitutions shall be subject to the State's approval.
- 25.0 **WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

SECTION II

SPECIAL TERMS AND CONDITIONS

1.0 DELIVERY:

1.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment, or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection, including the dealer and vehicle identification, check-off of service and inspection performed and the service manager's signature shall be furnished with each vehicle delivered. The vehicle's crank case, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity. Fuel tank shall be filled to at least register a minimum 1/4 full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location. The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.

1.2 Delivery Receipt:

1.2.1 A delivery receipt will be required for each unit delivered. This form can be of the vendor's own design, but must include the following minimum information: your delivery receipt number, the State Purchase Order (Delivery Order) number (reference the line item number of the vehicle as listed on the Purchase Order, followed by the model and serial number), a space for signature acknowledging receipt by state receiving personnel and date of actual receipt. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered.

1.2.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Regional Equipment Managers are to be contacted regarding delivery coordination and contacts.

1.3 Also refer to delivery requirements in the specification.

2.0 LIQUIDATED DAMAGES FOR LATE DELIVERY:

2.1 The State has an immediate requirement for the materials, equipment, or services specified herein. Bidders are urged to give careful consideration to the State's requirements and to the manufacturer's production capabilities when establishing a delivery date(s).

2.2 Liquidated damages will be assessed in the amount of \$22.00, per day, per unit, for failure to meet delivery date as specified by the State. Both the State and the Bidder agree that the above figure represents a reasonable amount for actual damages incurred by the State and is compensatory.

2.3 Liquidated damages may be waived if requested in writing and supported by contractual documentation that the bidder had put in place affording a high degree of confidence that the contract delivery schedule would be met, and delays were beyond the bidders control.

3.0 **PRICE ADJUSTMENTS:**

- 3.1 Contract prices are to remain firm through the current model year ordering cycle. The successful bidder will inform the state as to the final date that orders may be placed for specific models of vehicles.
- 3.2 Price adjustments, increases or decreases, for subsequent model year orders may be made by providing the contracting officer evidence, satisfactory to the State, that all of the following conditions exist:
 - 3.2.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
 - 3.2.2 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
 - 3.2.3 The increase affects only the item(s) that are clearly identified by the contractor.
- 3.3 Some acceptable forms of the evidence referred to above may take the form of a certified invoice from the manufacturer, or an affidavit from an independent professional price tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior years price and the current difference in price being requested.
- 3.4 Price Decreases: During the period of the contract all price decreases, such as fleet rebates, experienced by the contractor must be passed on to the State. A contractor's failure to strictly and faithfully adhere to this clause will be considered a breach of contract.
- 3.5 The State reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

4.0 **WARRANTY:**

- 4.1 Unless otherwise stipulated by this ITB, the successful bidder will provide a three-year (36 months) or 36,000 miles (whichever comes first) warranty.
 - 4.1.1 **Information must be provided regarding the manufacturer's warranty and all stipulations therein.**
 - 4.1.2 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
- 4.2 **General Warranty Requirements for all Equipment:**
 - 4.2.1 **Warranty Exceptions:**
 - 4.2.1.1 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.
 - 4.2.2 **Warranty on Attachments:**
 - 4.2.2.1 Attachments are to have the same warranty coverage as the host.

4.2.3 **In-Service Date:**

4.2.3.1 Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacture in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

4.2.4 **Authorized Warranty Dealer (Contractor) and Subcontractor:** For the purpose of this bid, the contractor must meet the following applicable requirements:

4.2.4.1 Contractor must:

- 4.2.4.1.1 possess a current Alaska Motor Vehicle Dealer License pursuant to AS 08.66.010 through AS 08.66.090, when offering motor vehicles, trailers or semi-trailers, and;
- 4.2.4.1.2 be a manufacturer(s) authorized warranty service dealer for each unit, and;
- 4.2.4.1.3 have the capability of providing warranty servicing and repair work within the State of Alaska, with certified warranty repair facilities in Anchorage and Fairbanks at a minimum.

4.2.4.2 Contractor, if appropriate, shall submit the name, address, Alaska business license and of any subcontractor who will provide the warranty servicing and repair work referenced in paragraph 3.1 above. The Contractor must also provide contractual documentation or agreements with the subcontractor insuring the state that the subcontractor will provide complete contract performance on behalf of the contractor as set forth in this ITB and verification that the work provided will maintain manufacturer's warranty requirements.

4.2.5 **Warranty Claims:**

4.2.5.1 Warranty will be provided at the unit's assigned (in-service). Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor.

4.2.5.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, telex, fax, telegram, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized. The vendor must notify the state immediately that it will begin to perform the warranty work at the equipment location within 48 hours from receipt of written notification. The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 48 hours).

- 4.2.6 The vendor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be in accordance with the labor rate as posted at the successful bidders maintenance facility at the time of the warranty repair. Labor hours to be charged will be in accordance with appropriate flat rate manuals. If flat rate manuals do not cover the labor operation, actual repair time will be used. Warranty work performed by state shop personnel at locations where no shop personnel are permanently stationed may be subject to travel expenses incurred involving those warranty repairs.
- 4.2.7 Factory Recall:
 - 4.2.7.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer from whom purchased.

5.0 PUBLICATIONS:

- 5.1 (Note: All publications are to be provided by the successful bidder as soon as available from OEM.)
 - 5.2 **Service Manuals:** None this ITB
 - 5.3 **Parts Manuals:** None this ITB.
 - 5.4 **Operator's Manuals:** To be provided in the vehicle at time of delivery.
 - 5.5 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment.
- 6.0 **STATEMENT OF ORIGIN:** The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents must be delivered to the following address with the invoice to insure prompt payment:

DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue Room #305
Anchorage, Alaska 99508

7.0 INSPECTIONS:

- 7.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
 - 7.1.1 Repair or replace at Contractor's expense, any or all of the damaged goods,
 - 7.1.2 refund the price of any or all of the damaged goods, or
 - 7.1.3 accept the return of any or all of the damaged goods.
- 7.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the Bidder.

- 8.0 **MANUFACTURER'S REBATE (INCENTIVES):** In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.
- 9.0 **REPLACEMENT PARTS:** The State of Alaska shall expect the manufacturer to have adequate stocks of replacements parts available to service State vehicles and equipment and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles and equipment.
- 10.0 **BRAND NAME SPECIFICATION:** For purposes of this ITB, certain vehicle accessories are specifically identified by brand name and model/part number. Only the listed brand name and model/part numbers are acceptable. Substitutes shall be not allowed.
- 11.0 **ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.
- 12.0 **CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.
- 13.0 **CONTRACT PERIOD:** From the date of award for 12 consecutive months with the option to renew for two additional one year terms under the same terms and conditions as the original contract. Renewals to be exercised solely by the State.
- 14.0 **CONTRACT CANCELLATION:** The State reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The State is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective termination date.

SECTION III

BID PRICE SCHEDULE

CONTRACTOR: NYE FRONTIER FORD
2701 E. MOUNTAIN VILLAGE DRIVE
WASILLA, ALASKA 99654

POINT OF CONTACT: DARRYL HORNBECK, OR
WALTER FOSTER

PHONE: 907-376-5656

FAX: 907-373-5281

EMAIL: fordfleet@nyefrontier.com

POLITICAL SUBDIVISIONS: Contractor agrees to supply Political Subdivisions under the terms of this contract.

BID SCHEDULE

Lot 1 (UPDATED FOR THE 05 MODEL YEAR)

Item 1a

1 ea	Crown Victoria Police Package, Mdl P71 Color: White w/Flat Black Hood Delivered to Anchorage	\$22,042.89
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Item 1b

1 ea	Crown Victoria Police Package, Mdl P71 Color: White w/Flat Black Hood Delivered to Fairbanks	\$22,240.89
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Item 1c

1 ea	Crown Victoria Police Package, Mdl P71 Color: White w/Flat Black Hood Delivered to Juneau	\$23,364.89
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Item 1d

1 ea	Crown Victoria Police Package, Mdl P71 Color: Random Delivered to Anchorage	\$21,858.89
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Item 1e

1 ea	Crown Victoria Police Package, Mdl P71 Color: Random Delivered to Fairbanks	\$22,056.89
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Item 1f

1 ea	Crown Victoria Police Package, Mdl P71 Color: Random Delivered to Juneau	\$23,180.89
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DELIVERY NO LATER THAN 180 DAYS ARO

Lot 2 (UPDATED FOR THE 05 MODEL YEAR)

Item 2a

1 ea	Ford Expedition, w/Special Service Package Color: White w/Flat Black Hood Delivered to Anchorage	\$26,415.00
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Item 2b

1 ea	Ford Expedition, w/Special Service Package Color: White w/Flat Black Hood Delivered to Fairbanks	\$26,775.00
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Item 2c

1 ea	Ford Expedition, w/Special Service Package Color: White w/Flat Black Hood Delivered to Juneau	\$28,515.00
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Item 2d

1 ea	Ford Expedition, w/Special Service Package Color: Random Delivered to Anchorage	\$26,240.00
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Item 2e

1 ea	Ford Expedition, w/Special Service Package Color: Random Delivered to Fairbanks	\$26,600.00
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Item 2f

1 ea	Ford Expedition, w/Special Service Package Color: Random Delivered to Juneau	\$28,340.00
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DELIVERY NO LATER THAN 180 DAYS ARO

SECTION IV - SPECIFICATIONS

SPECIFICATION #115

Police Interceptors

October 16, 2000

APPLICATION: To be used by the Alaska State Troopers in pursuit as well as patrol duties. Weather variance from plus 100 degrees to minus 60 degrees Fahrenheit.

UNIT TYPE: *Ford Crown Victoria Police Interceptor (P71)*

1. **Engine:** V8, 281", SFI (4.6 Liter).
2. **Cooling System:**
 - 2.1. All cooling system hoses to be silicone.
 - 2.2. All cooling system hose clamps to be stainless steel, slotted hex head worm drive, positive closure type.
3. **Fuel Evaporation System:** Evaporation system hoses are to be moved up and clamped.
4. **Transmission:** 4-Speed automatic w/overdrive.
5. **Starting Aids:**
 - 5.1. Permanent anti-freeze to minus 50 degrees Fahrenheit.
 - 5.2. To include one (1) minimum 500 watt, 110 volt AC immersion type engine heater.
 - 5.3. To be equipped with electric oil pan heaters, for engine oil pan and transmission, wired to a common plug.
 - 5.3.1. Heaters to be 4X5-inch silicone, 100 watt, 110 volt AC.
 - 5.4. To include a 110 volt AC electric battery plate heater.
 - 5.5. All 110 volt AC heaters to plug into a single four (4) plug, 110 volt AC junction box which will be mounted to either the fire wall or inner fender. Junction box will be wired to a single 110 volt AC male cord, extending approximately 20 inches in additional length from under the front bumper. Additional length of cord is to be temporarily secured to the frame under the bumper.
 - 5.6. All wiring to be adequately secured and located for maximum protection from road splashes, stone abrasion, grease, oil, fuel and heat from engine components.
6. **Brakes:** To include anti-lock braking system and limited slip differential.
7. **Tires & Wheels:** Five (5) each, P225/60VR16 tires with spare tire and wheel securely mounted in trunk.

8. **Body:**

8.1. To include heavy duty insulated black rubber matting on full floor area including front and back of passenger areas.

8.2. Seats:

8.2.1. Cloth upholstery, front only, vinyl only rear bench.

8.2.2. Front bucket seats.

8.2.3. Operator's seat to have six (6)-way power adjuster option.

8.2.4. All upholstery to be gray.

8.3. Windows: Power windows with master control in driver's door. Rear windows controlled by driver only.

8.4. Cruise Control & Tilt Steering: To be OEM installed.

8.5. Wiper Blades: Heavy duty, rubber covered winter type.

8.6. Body Side Molding:

8.6.1. All moldings will be shipped loose for installation by State personnel if required. No holes are to be present on doors.

8.7. Keys and Door Locks:

8.7.1. OEM power door locks with master control for all doors installed in driver's door.

8.7.2. Manual override to rear doors to be disconnected.

8.7.3. All cars and locks to be keyed alike (Fleet Keys) for ignition, doors and trunk. To include two (2) keys with each unit. State to supply code for each model year keys.

8.7.4. Ignition keys are not to include "chip key" theft deterrent system.

8.7.5. All rear seat area interior door handles to be removed and holes securely covered in a manner to match the interior. Rear doors must open from exterior only. Place the loose hardware and handles in the trunk for shipment with the vehicle.

8.8. Hood:

8.8.1. To have double safety latch with hood release inside car.

8.8.2. To have under hood light controlled by a non-mercury switch.

8.8.3. If requested on purchase order, the hood is to be non-reflective, flat black.

8.9. Trunk:

- 8.9.1. To have a minimum 20.0 cubic feet of space.
 - 8.9.2. To include a decklid release switch, ignition controlled, *FORD DOS Code PDI*.
 - 8.9.3. To include molded full carpeted OEM liner and, in addition, to include a secured, one (1) piece, heavy duty rubber mat, approximately 24 inches in width, extending from fender to fender including trunk well. Plugs should be used to secure the rubber mat in the trunk.
- 8.10. Mud Flaps: To be *FORD* P/N D5AZ-16A550-B, installed behind all four wheels. A minimum of four (4) securement points are to be used.
- 8.11. All ashtrays in rear compartment are to be made inoperable.

9. **Electrical:**

- 9.1. All interior lights and factory warning buzzers, such as: HEADLAMPS ON, SEAT BELT NOT FASTENED, KEY IN IGNITION, DOOR OPEN, DOOR AJAR, etc. to be deactivated.
- 9.2. Lighting:
 - 9.2.1. Headlights to have shatterproof type lens or have protective shatterproof covers.
 - 9.2.2. Spotlight: to be mounted in left-hand pillar post. To be independent of ignition on separate 20 amp fused circuit. Requires OEM spot lamp prep package.
 - 9.2.3. Dome Lights:
 - 9.2.3.1. One (1) each to be mounted on longitudinal centerline of vehicle. This dome light to be mounted on inside roof approximately four to five inches behind header. Controlled by switch on fixture. Minimum lens diameter four (4) inches. Maximum fixture diameter six (6) inches.
 - 9.2.3.2. One (1) each rear dome light installed on inside roof just rear of bodyguard, to shine on face(s) of rear seated passengers. This light switch to be mounted on left upper dash and controlled by independent switch only. To be same type of light as 9.2.3.1 (except for switch).
 - 9.2.4. OEM installed non-mercury-actuated trunk light; with separate on/off heavy-duty metal switch (single pole, single throw or push button) wired in line and located inside trunk near latch.

9.3. Lighter and Ash Tray:

9.3.1. Lighter to have heavy-duty wiring to facilitate the use of police related accessories.

9.3.2. To be wired independently of ignition switch.

9.4. Stealth map light to improve night vision in the interceptor. Driver's side only.

Equivalent to the *Night Sight Saver, PN R-VP141*.

10. Special Wiring and Accessories:

10.1. Accessory Feed Wire Package OEM.

10.2. Auxiliary Speakers and Wiring:

10.2.1. Speakers to be 6.0 Ohms, 10 watts.

10.2.2. Two (2) each front (left/right) for end users communications radio.

10.2.3. Wiring connected to speakers to include approximately 36 inches extra wire coiled below center dash.

10.2.4. Entertainment radio will operate through rear speakers only, AM/FM with cassette.

10.3. Radio Suppression Package: *FORD* Code 53M.

10.4. Scotch lock connections are to be avoided.

11. Miscellaneous:

11.1. Publications to include factory service bulletins to all regional SEF Managers, and one (1) each operator's manual to be delivered with each vehicle.

11.2. Tool Kit: To be equipped with wheel wrench and jack.

12. Inspections:

12.1. Pilot Inspection:

12.1.1. Prior to initial delivery of patrol vehicles, the manufacturer/dealer shall schedule a pilot model inspection in order to determine compliance with the specifications. The inspection shall be conducted at the vendor's Alaska facility, State Equipment Fleet facility, or an inspection location mutually agreed upon.

12.1.2. A pilot inspection is the completion and approval of one unit, prior to the completion and shipment of any remaining units. If this first unit is not acceptable, an additional pilot inspection will be required prior to continued shipments of additional units.

12.2. Delivery Inspection: All final inspections for compliance to specifications on all patrol vehicles are conducted at FOB point.

SPECIFICATION #152-PP
FULL-SIZE SPORT UTILITY VEHICLE
POLICE SERVICE PACKAGE
FOUR WHEEL DRIVE

APPLICATION: To be used by the Alaska State Troopers on patrol duties.
Weather variance from plus 100 degrees to minus 60 degrees
Fahrenheit.

UNIT TYPE: *Ford Expedition*

- 1.0 **Engine:** Gas, V8, 4.8L, 245 HP
- 2.0 **Transmission:** Automatic, 4-Speed w/ OD
- 3.0 **Seating:**
 - 3.1 5-passenger (including driver)
 - 3.2 Front bucket seats with no console, or 40/20/40 bench with a removable center section, cloth only.
 - 3.3 Vinyl rear bench seat.
 - 3.4 Interior color to be dark navy or dark grey.
- 4.0 **Body:**
 - 4.1 Four (4) Doors
 - 4.2 Wheel base: 116 Inches
 - 4.3 Overall Length: 193 Inches
 - 4.4 Front license plate bracket.
 - 4.5 Privacy Glass, OEM.
 - 4.6 Skid Plate Package.
 - 4.7 Vinyl flooring, with removable floormats.
 - 4.8 Cruise Control and Tilt Steering.
 - 4.9 Power windows and door locks.
 - 4.10 AM/FM Radio with Cassette or CD, whichever is standard.
 - 4.11 Front Tow Hooks
 - 4.12 Trailer Towing Package with Class III Hitch.
 - 4.13 Supplemental restraint system for both driver and right front passenger.
- 5.0 **Brakes:** Anti-lock brake system, 4-wheel, with limited slip or locking rear differential.

6.0 **Tires:**

- 6.1 All season radial tires with a full size spare securely mounted on/in the unit (roof mounted is not acceptable).

7.0 **Mud flaps:**

- 7.1 Full size, heavy duty.
- 7.2 To be installed behind all four wheels. A minimum of four (4) securement points are to be used

8.0 **Starting Aids:**

- 8.1 Permanent anti-freeze to minus 50 degrees Fahrenheit.
- 8.2 To include one (1) minimum 500 watt, 110 volt AC immersion type engine heater.
- 8.3 To be equipped with electric oil pan heaters, for engine oil pan and transmission, wired to a common plug.
- 8.4 Heaters to be 4X5-inch silicone pad, 100 watt, 110 volt AC.
- 8.5 To include a 110 volt AC electric battery pad.
- 8.6 All 110 volt AC heaters to plug into a single four (4) plug, 110 volt AC junction box which will be mounted to either the fire wall or inner fender. Junction box will be wired to a single 110 volt AC male cord, extending approximately 20 inches in additional length from under the front bumper. Additional length of cord is to be temporarily secured to the frame under the bumper.
- 8.7 All wiring to be adequately secured and located for maximum protection from road splashes, stone abrasion, grease, oil, fuel and heat from engine components.

9.0 **Miscellaneous:**

- 9.1 Publications to include factory service bulletins to all regional SEF Managers, and one (1) each operator's manual to be delivered with each vehicle.
- 9.2 Tool Kit: To be equipped with wheel wrench and jack.
- 9.3 Delivery Inspection: All final inspections for compliance to specifications on all patrol vehicles are conducted at FOB point.